

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION
CASE NUMBER: 4:17-cv-02862-RBH**

Foremost Signature Insurance Company,

Plaintiff,

v.

Cary Grant, as Personal Representative of the
Estate of Danyal Bellamy; Henrietta Bellamy;
Robbie Bellamy, as Guardian for Samoni
Bellamy; Angel Barr, as guardian for Redonsea
Barden; Granite Express of Myrtle Beach, Inc.;
Granite Depot, Inc.; Granite Express of USA,
Inc.; and Cornelio F. Costa,

Defendants.

**CONSENT ORDER FOR JUDGMENT IN
FAVOR OF PLAINTIFF**

This matter is before the Court upon Plaintiff Foremost Signature Insurance Company's ("Foremost") and the Bellamy Defendants' request for entry of a consent declaratory judgment. Entries of Default have been entered against Defendants Cornelio F. Costa; Granite Express of Myrtle Beach, Inc.; Granite Depot, Inc.; and Granite Express of USA, Inc. (collectively, the "Granite Defendants") [ECF No. 13]. The remaining Defendants who join in this consent judgment, by and through their undersigned counsel, are Cary Grant, as Personal Representative of the Estate of Danyal Bellamy; Henrietta Bellamy; Robbie Bellamy, as Guardian for Samoni Bellamy; Angel Barr, as guardian for Redonsea Barden (collectively, the "Bellamy Defendants").

On April 13, 2016, the Bellamy Defendants filed an action in the Marion County South Carolina Court of Common Pleas against the Granite Defendants styled as: Cary Grant, as Personal Representative of the Estate of Danyal Bellamy, et al v. Granite Express of Myrtle Beach, et al, Civil Action No. 2016-CP-33-256 (hereinafter the "Underlying Complaint"). The

Underlying Complaint alleges that the Bellamy Defendants suffered injuries as a result of a May 14, 2015 auto accident involving a Granite Depot, Inc. truck driven by a Granite Express of Myrtle Beach, Inc. employee.

Plaintiff Foremost issued a South Carolina small business insurance policy to Granite Express of Myrtle Beach, Inc., Policy No. PSS 005282167, and a North Carolina small business insurance policy to Granite Depot, Inc., Policy No. PSS 02501130 (hereinafter collectively the “Foremost Policies”). Plaintiff Foremost filed the current declaratory judgment action seeking a declaration that the Foremost Policies did not provide coverage for the May 14, 2015 accident.

Now, Plaintiff Foremost, by and through its undersigned counsel, and the Bellamy Defendants, by and through their undersigned counsel, hereby consent to entry of judgment in favor of Plaintiff Foremost declaring that the Foremost Policies do not provide liability coverage for the claims or damages alleged in the Underlying Complaint and that Foremost has no obligation to pay, indemnify, defend, or otherwise perform under those policies for any and all claims arising out of the May 14, 2015 accident.

IT IS HEREBY ORDERED AND DECLARED that the Foremost Policies do not provide liability coverage for the claims or damages alleged in the Underlying Complaint and that Foremost has no obligation to pay, indemnify, defend, or otherwise perform under those policies for any and all claims arising out of the May 14, 2015 accident.

The parties shall be responsible for their respective attorney's fees, court costs, and expenses of the litigation.

March 28, 2018
Florence, South Carolina

s/ R. Bryan Harwell
R. Bryan Harwell
United States District Judge

WE CONSENT:

s/Lionel S. Lofton

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Attorneys for Defendants Cary Grant, as
Personal Representative of the Estate of
Danyal Bellamy; Henrietta Bellamy;
Robbie Bellamy, as Guardian for Samoni Bellamy;
and Angel Barr, as Guardian for Redonsea Barden

DATE: March 28, 2018

s/J.R. Murphy

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DATE: March 28, 2018